



Florida's Warmest Welcome

CITY OF POMPANO BEACH

CALL TO ARTISTS

(RFP) T-06-14

Call for Artists

Barefoot Mailman Sculpture

RFP OPENING: JANUARY 14, 2014, 2:00 P.M.

PURCHASING OFFICE

1190 N.E. 3RD AVENUE, BUILDING C (Front)

POMPANO BEACH, FLORIDA 33060

CITY OF POMPANO BEACH, FLORIDA

CALL TO ARTISTS

(RFP) T-06-14

**Call for Artists
Barefoot Mailman Sculpture**

The City is seeking proposals from qualified artists to provide to the City a bronze sculpture of the Barefoot Mailman to be located on the Hillsboro Inlet Bridge, Pompano Beach.

The City will receive sealed proposals until 2:00 p.m. (local), January 14, 2014, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

1. PROJECT BACKGROUND

A. Hillsboro Inlet Bridge

The Hillsboro Inlet Bridge is located at the very northern boundary of the City of Pompano Beach along the scenic and historic A1A Highway. For Pompano Beach, it is one of the most picturesque areas for walkers, bikers, cars and boats as it includes unique environmental and historical features including the Intracoastal Waterway, Inlet Waterway, the Atlantic Ocean, the Beach and the Historic Hillsboro Inlet Lighthouse. The lighthouse is known for being one of the most spectacular and beautiful lighthouses in the State of Florida. The bridge is actively used by not only vehicles but continually by bikers and pedestrians to take full advantage of the magnificent unobstructed views. As a result of this, vehicles crossing the bridge (either northbound or southbound) tend to do so at lower than normal speeds to take advantage of these views. See attached location maps for reference.

The Florida Department of Transportation, District IV is implementing a series of infrastructure and structural upgrades as part of their 10-year maintenance program for this bridge. Because the Bridge is the "gateway" to the northern end of Pompano Beach, the city of Pompano Beach has been working closely with District IV to implement a series of aesthetic enhancements to not only improve the look and feel of the bridge, but to make it safer for pedestrians. Part of the aesthetic enhancements includes the construction of a concrete pedestal and bronze sculpture.

B. Barefoot Mailman

There are two (2) significant historical icons of this area; the first being the Hillsboro Beach Lighthouse which was originally constructed in 1906 and is today prized by Pompano Beach, Hillsboro Beach and Lighthouse Point.

The second is the Barefoot Mailman. The term “Barefoot Mailman” refers to the early US mail carriers that walked barefoot on the hard sand between Palm Beach and Miami starting around 1885. Walking was required as this part of Florida in the 1880’s was still very natural and uninhabited. There were no roads connecting the 68-mile route from Palm Beach to Miami and they used no horses, as there was no source of fresh water. Hillsboro Inlet has a particular historical significance because in 1887, James E. “Ed” Hamilton mysteriously disappeared at the Hillsboro Inlet, with evidence of his clothes on one side of the inlet and the crossover boat on the other side. It is thought he was killed by alligators or possible sharks (both plentiful in the inlet at that time) but the specific cause is still unknown today.

As such, the proposed bronze sculpture sitting high above the inlet seeks to immortalize the brave US Barefoot Mailman Carriers.

C. Pedestal and Sculpture Location

The new supporting pedestal and Barefoot Mailman Sculpture shall be located on the south-west corner of the existing bascule pier. This location is just south and on the opposite side (west) of the tender house that controls the opening and closing of the bridge to allow tall boats to safely pass under the bridge between the Intracoastal waterway and Atlantic Ocean.

The location of the pedestal and sculpture was studied closely by way of a 3D model to optimize the viewing of the sculpture from multiple locations without any adverse effect to the vehicular traffic on the bridge. In addition, the location of the pedestal and sculpture is approximately 4 feet away from the southbound vehicular lane and is separated by an existing reinforced concrete barrier wall.

It should be noted that the tender house (which is currently a single story control building) is being converted into a two (2) story building with a completely new exterior look inspired by certain elements of the existing Hillsboro Beach Lighthouse. The detailing of the pedestal, upon which the Barefoot Mailman Sculpture will sit, has been designed to complement the tender house’s new Architectural details.

D. Supporting Pedestal and Cast Bronze Sculpture

The supporting pedestal shall be constructed of reinforced concrete and shall be engineered and designed (by others) to meet all current applicable building and wind load codes. From the existing bascule pier, the pedestal is 20’-9” tall. Architecturally, it is divided into two (2) sections; a base and top with trim details that match the banding on the tender house. Each side of the pedestal has niches that run vertically to give the pedestal depth with shade and shadow edges. The top of the pedestal upon which the bronze sculpture shall be mounted is 3’-2” X 2’-8” and there will be steel embed plates for the sculpture to be structurally connected to. See the attached reference drawings for additional information.

2. SCOPE OF WORK

A. **Bronze Sculpture**

The 3-dimensional cast Bronze Sculpture may depict important features of US Barefoot Mailman Carriers. Suggested features include:

1. A backpack used to carrier the mail / parcels;
2. A machete or long knife used to defend against the natural elements of Florida in the 1880's; thick mangroves, dense woods, alligators, sharks, snakes, etc.;
3. Their distinct hat used to protect their heads and face from the South Florida Sun;
4. Their shoes; which were carried more than worn given their route on the beach;
5. Clothes; long sleeve shirt with either shorts or pants rolled up.

The artist may use their own interpretation of the elements listed above as well as other historically depicted elements associated with the legend of the Barefoot Mailman.

Given the size of the pedestal top, it will be up to the artist to decide the exact position and height of the sculpture (although it should be noted that most other barefoot mailman sculptures have been depicted in a walking position). The size of the sculpture shall be appropriate to fit on the pedestal top, which gives a life-size height of approximately +/- 6'-0"; again, exact size and dimensions shall be determined by the artist and approved by the city. The Bronze sculpture shall be finished and in a patina.

The artist shall be responsible for the following:

1. Full Scale Casting per above.
2. Full Scale Model in Clay, molds as required for the bronze casting.
3. Consideration must be made for the extreme conditions of the bridge. This includes not only typical coastal South Florida conditions of sun, salt water and humidity but vibration due to its location on the bridge.
4. The lighting of the sculpture is already included in the bridge improvement package, and shall comply with local turtle protection requirements.
5. Artist must work with the city's contracted engineer and contractor to ensure the structural design and wind loading is in compliance including all required connections to the concrete pedestal.
6. Shipping and on-site installation. (Please note: the installation shall be coordinated closely with the awarded general contractor working on the bridge.)

B. **Coordination and Collaboration**

The awarded artist shall work closely with both the City of Pompano Beach and the Design team responsible for the bridge improvements. All proposed work prepared by the artist must comply with all applicable local and state of Florida building codes.

It is important to note that the bridge is under the control of the Florida Department of Transportation and throughout the entire design and construction process for the sculpture; all aspects of these elements must be approved by FDOT.

It is the intent of the bridge design team to collaborate and coordinate closely with the awarded artist to ensure the creativity and design intent is achieved with the approval of the city of Pompano Beach and FDOT. The selected artwork will be reviewed by an art conservator at the onset of the project to ensure the sculpture is adequately designed to withstand the elements. Some adjustments may be required based on the conservation review. Then, during design development, the conservator will review the project to ensure the sculpture is engineered to the base, and any welded metal inside the sculpture is sufficient, etc.

3. FUNDING, APPLICATION/ SELECTION PROCESS, AND SUBMITTAL REQUIREMENTS

A. Anticipated Art Project Schedule

Artist Selection: January- February 2014

Artwork Completion: To be negotiated when the project contractor is selected. The anticipated schedule is early-to-mid 2015.

B. Project Funding

Budget: Anticipated budget approximately \$50,000 - \$75,000

The budget includes all costs, including, but not limited to artwork supplies, display systems and insurance, proposals, travel, sales tax, and transportation.

The project budget does not include installation or engineering. The artwork will be engineered to the base and installed by the contractor and engineer hired by the City of Pompano Beach to construct the remainder of the improvements on the Hillsboro Bridge. The artist will coordinate closely with the contractor and the artwork will be installed upon the completion of the other bridge improvements.

C. Artist Eligibility

The Call for Artists for the Barefoot Mailman sculpture is by invitation to professional artists with public art experience working in bronze or other materials that would be suitable for an outdoor sculpture. The project is open to all professional artists.

Artists must be willing and capable of working within the project timeline, with the architect, contractor and subcontractor of record and multiple government and community groups.

D. Application Process

The City of Pompano Beach will manage the application process. A Selection/Evaluation Committee (Artist Selection Panel) will review applications from the invited artists. This Panel may include representation from the following agencies: Pompano Beach Public Works Department, Pompano Beach Development Services Department, the Project Architect, representatives of the Public Art Committee, and potentially representatives from neighboring affected municipalities. The responses will be ranked by the Artist Selection Panel. The Artists Selection Panel will review the submissions, and may invite finalists to be interviewed. The final ranking will be sent to the Public Art Committee for review. The final determination will be made by the City Commission.

4. REQUIRED PROPOSAL SUBMITTAL

Submission/Format Requirements

Submit one (1) original unbound and ten (10) bound copies of the proposal. All copies will be on 8 ½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Interest:

The letter should state interest in the project and outline any other prior experience relevant to the scope of this project. Letter is to include the alloy, patina and foundry they will be using to create the artwork. Letter is to include the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers.

Professional Résumé:

Include public art commissions with budget size of past projects and contact information. Teams must submit one résumé for each team member.

Electronic Images:

Artist must submit one (1) CD with up to 10 digital images (jpeg or TIFF formats only 1920 x 1080 at 72 dpi) of recent completed work (artist teams are limited to 10 images total). All images must be saved using a file name and number that corresponds to the Annotated Image List (see below). Each digital image must feature a single work. Composites of various artworks in a single image will not be considered. All images included on the CD must also be presented on paper in the Proposal copies.

Annotated Image List:

Include name of artist, title of work, year, media, size, location of artwork, project budget, image number and any other relevant information.

References:

Complete contact information for four references for past public art projects (name, title, phone, fax, email, name of project and location).

City Forms:

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

TOP RANKED PROPOSALS ONLY – Upon reviewing the submissions, the Artist Selection Panel will invite a short list of artists for interviews and to develop a conceptual proposal. Finalists will be paid a \$500 honorarium for the proposal and presentation expenses. Finalists' proposals must include a *conceptual design proposal*, the *project budget* and the *project lifespan and maintenance needs* to be provided in accordance with the specifications below.

Artwork Conceptual Design Proposal:

The Proposal must include the artist's approach to the project, a brief narrative describing the concept, a proposed project budget, and visuals in the form of digital renderings to be included in CD (jpeg or TIFF formats only 1920 x 1080 at 72 dpi). Limit this section to a maximum of three pages.

Project Lifespan and Maintenance Needs:

Provide a written statement stating the lifespan of the artwork and identify any special maintenance needs.

Project Budget:

The applicant shall provide a cost estimate for the bronze sculpture.

5. INSURANCE

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
GENERAL LIABILITY: <i>MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE</i>			
* Policy to be written on a claims incurred basis			
XX	comprehensive form		
XX	premises - operations	bodily injury	
—	explosion & collapse		
	hazard	property damage	
—	underground hazard		
—	products/completed		
	operations hazard	bodily injury and	
XX	contractual insurance	property damage	
XX	broad form property	combined	
	damage		
XX	independent contractors		
XX	personal injury	personal injury	

AUTOMOBILE LIABILITY: *MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE*

		bodily injury	
		(each person)	
		bodily injury	
XX	comprehensive form	(each accident)	
XX	owned	property damage	
XX	hired	bodily injury and	
XX	non-owned	property damage	
		combined	

REAL & PERSONAL PROPERTY

— comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

—	umbrella form	bodily injury and		
	other than umbrella	property damage		
		combined	\$2,000,000.	\$2,000,000.
—	PROFESSIONAL LIABILITY		\$1,000,000.	\$1,000,000.
	* Policy to be written on a claims made basis			

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

6. SMALL BUSINESS ENTERPRISE PROGRAM

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

7. LOCAL BUSINESS PROGRAM

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/pdfs/FAQ_sheet_BTR.pdf

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

8. SELECTION/EVALUATION PROCESS

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Experience with bronze casting of human scale figures/sculptures.	0-30
2.	Creativity, quality and depth of portfolio.	0-30
3.	Experience working on public art projects for cities and/or counties. References may be considered.	0-15
4.	Experience working in South Florida and the Florida Building Code.	0-10
5.	Demonstrated ability to meet project schedules and budgets.	0-15
	Total	0-100

Upon reviewing the submissions, the Selection/Evaluation Panel will invite a short list of artists for interviews and to develop a conceptual proposal. Artists included in the short list will be paid a \$500 honorarium for the proposal and presentation expenses. Short-listed artists' proposals must include a *conceptual design proposal*, the *project budget* and the *project lifespan and maintenance needs* must be provided in accordance with the specifications listed in this document.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview (no payment will be made in excess of the stated honorarium,) nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. HOLD HARMLESS AND INDEMNIFICATION

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. RETENTION OF RECORDS AND RIGHT TO ACCESS

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. COMMUNICATIONS

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. NO DISCRIMINATION

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. INDEPENDENT CONTRACTOR

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. STAFF ASSIGNMENT

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. CONTRACT TERMS

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. WAIVER

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. SURVIVORSHIP RIGHTS

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. TERMINATION

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. MANNER OF PERFORMANCE

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. ACCEPTANCE PERIOD

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RFP CONDITIONS AND PROVISIONS

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. STANDARD PROVISIONS

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a “Drug Free Workplace” as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

23. QUESTIONS AND COMMUNICATION

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. ADDENDA

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROPOSAL SIGNATURE PAGE
RFP T-06-14, CALL FOR ARTISTS, BAREFOOT MAILMAN SCULPTURE

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

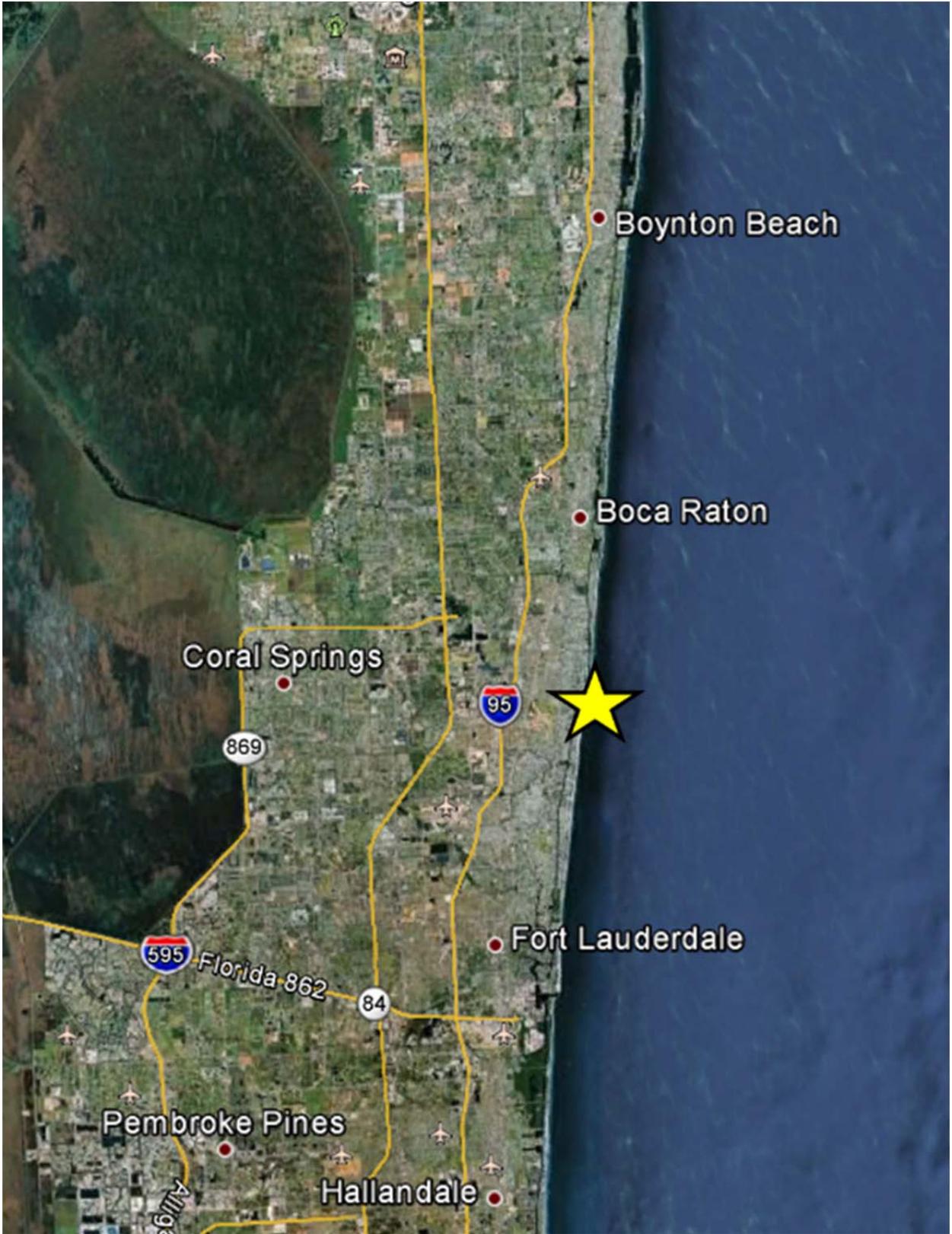
City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____



Boynton Beach

Boca Raton

Coral Springs

Fort Lauderdale

Pembroke Pines

Hallandale

869

95

595

Florida 862

84

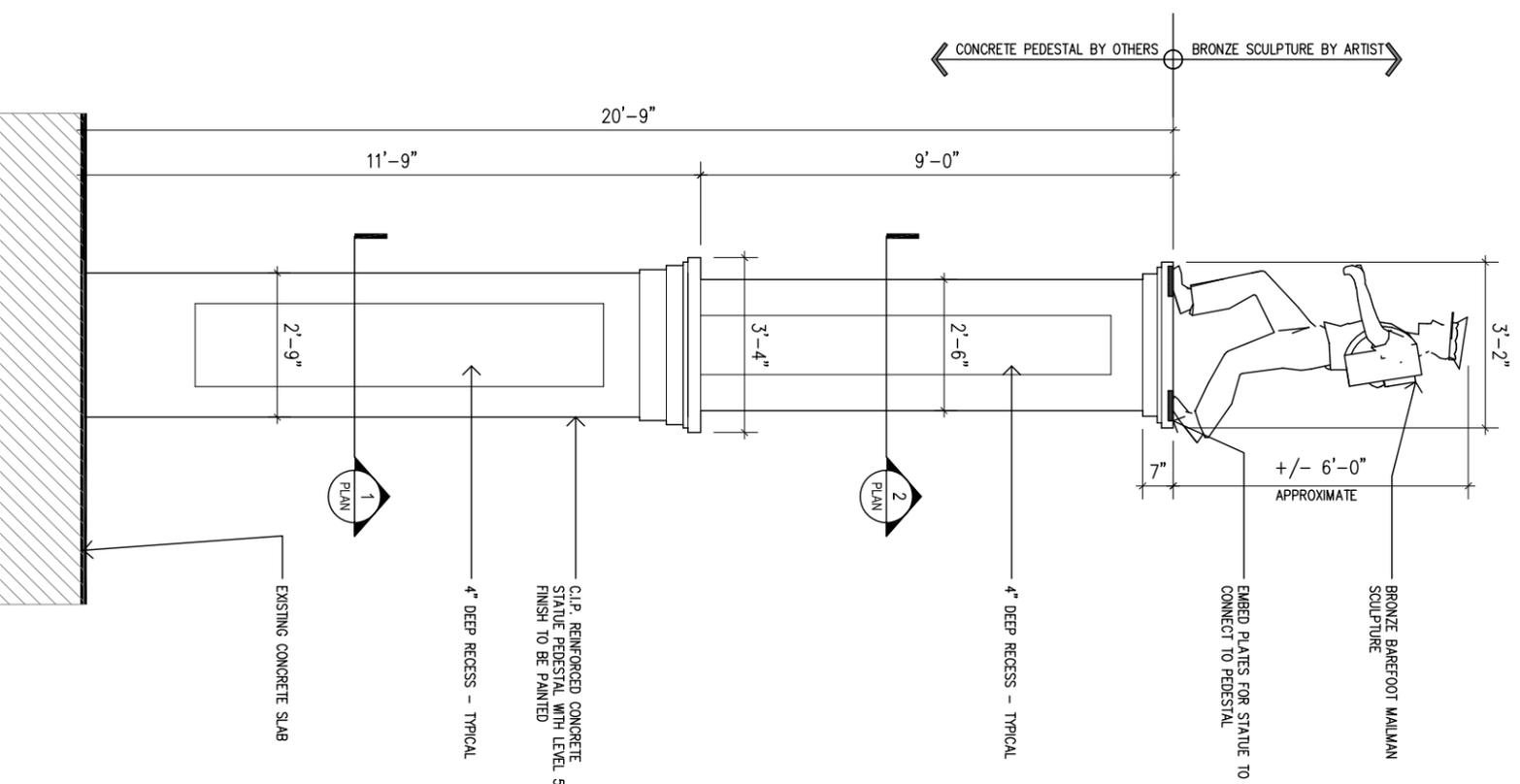
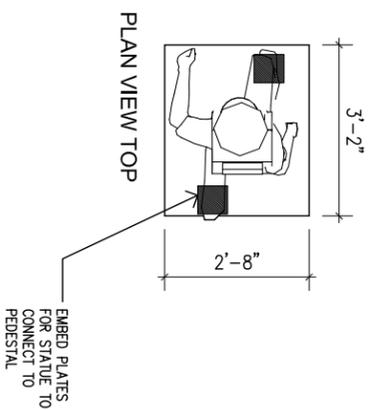
Ally



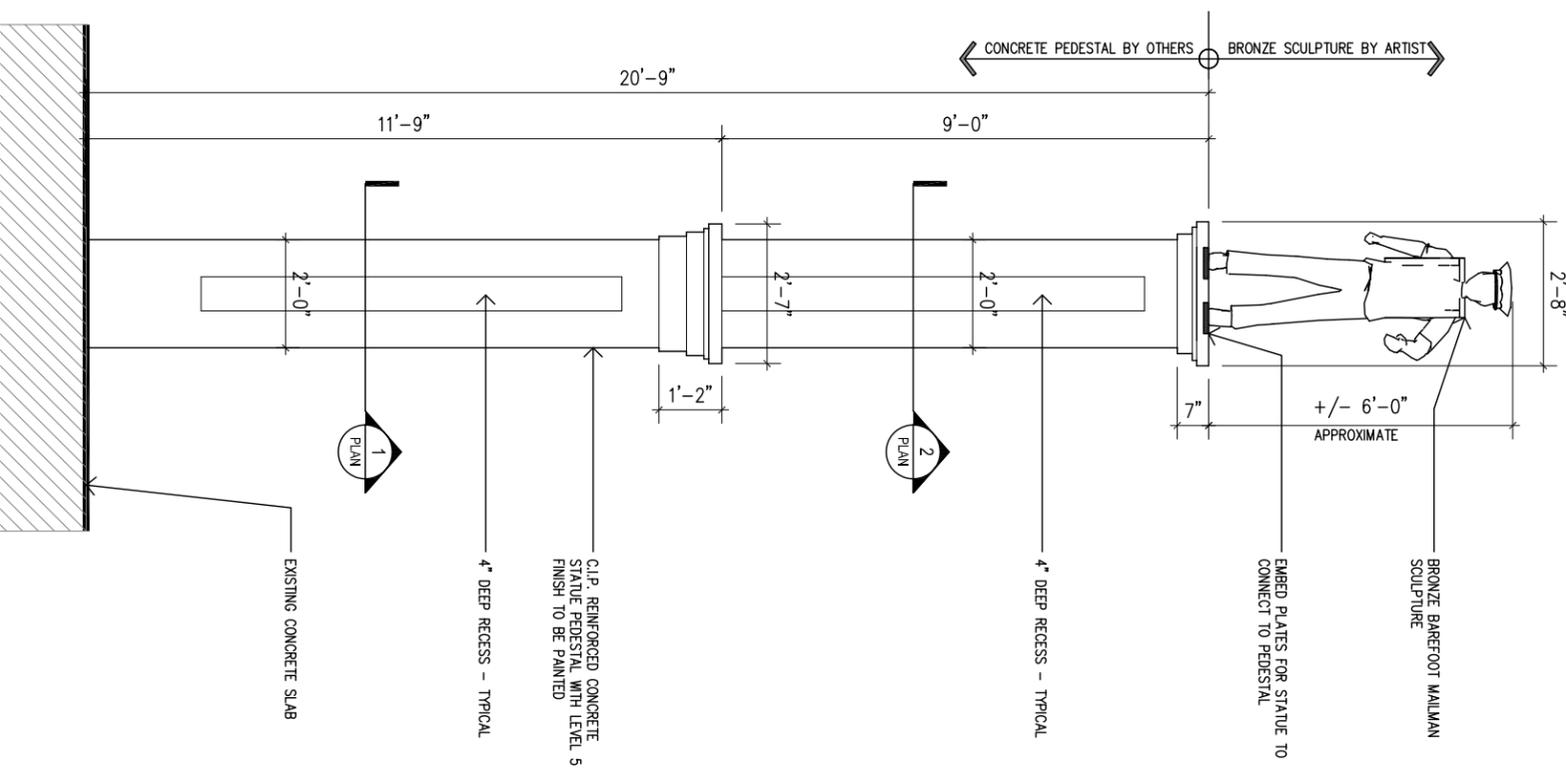


BAREFOOT MAILMAN BRONZE CASTING EXAMPLE

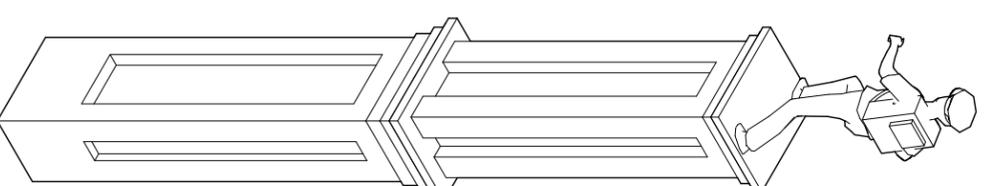
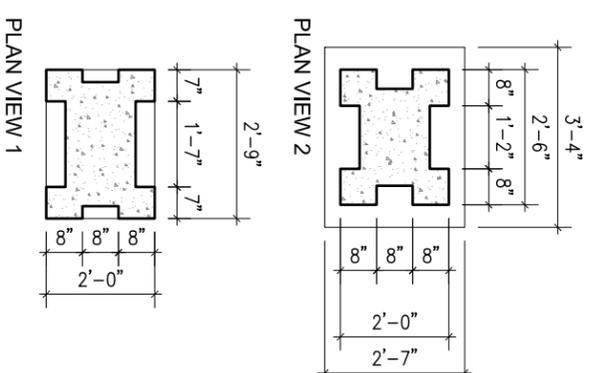
A-1 REFERENCE DRAWINGS FOR BAREFOOT MAILMAN BRONZE STATUE



EAST ELEVATION



SOUTH ELEVATION



ISOMETRIC VIEW

